

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

SHANNON DODGE

Case No.: 3:23-cv-920

Plaintiff,

vs.

CREDIT CONTROL, LLC

Defendant.

CREDIT CONTROL, LLC’S ANSWER AND AFFIRMATIVE DEFENSES

Defendant Credit Control, LLC (“Credit Control”), by and through its counsel, hereby answers the Amended Complaint of Plaintiff, Shannon Dodge (“Plaintiff”) as follows:

INTRODUCTION

1. This paragraph states a legal conclusion to which no response is required. To the extent that an answer is necessary, Credit Control admits that Plaintiff is seeking redress for alleged violations of the Fair Debt Collection Practices Act (the “FDCPA”), 15 U.S.C. § 1692 *et seq.*, but denies any liability under same and denies it violated the law. Credit Control denies each and every remaining allegation of this paragraph.

PARTIES

2. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations concerning Plaintiff’s residency, and therefore denies the same. Credit Control denies the remaining allegations of this paragraph.

3. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

4. Credit Control admits this paragraph.

5. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control admits that it engages in the business of collecting financial obligations, and denies any remaining allegations of this paragraph.

FACTUAL ALLEGATIONS

6. Credit Control reincorporates the statements, responses, and denials contained in all previous paragraphs above as if fully set out herein.

7. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and Congress speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

8. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and Congress speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

9. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control admits that it attempted to collect Plaintiff's financial obligation, and denies any remaining allegations of this paragraph.

10. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

COUNT I
15 U.S.C. § 1692g

11. Credit Control reincorporates the statements, responses, and denials contained in all previous paragraphs above as if fully set out herein.

12. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control admits this paragraph to the extent that it admits that

it sent correspondence addressed to Plaintiff. Credit Control is without sufficient information to admit or deny whether contact occurred, states that its correspondence speaks for itself, denies any allegation inconsistent with that correspondence, and denies each and every remaining allegation of this paragraph not specifically admitted.

13. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that its correspondence speaks for itself, denies any allegation inconsistent with that correspondence, and denies any remaining allegations of this paragraph.

14. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

15. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

16. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

17. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA speaks for itself, and denies any allegation inconsistent with the language or meaning of the same.

18. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA speaks for itself, and denies any allegation inconsistent with the language or meaning of the same.

19. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control admits that it attempted to collect Plaintiff's financial obligation, and denies any remaining allegations of this paragraph.

20. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control admits that it attempted to collect Plaintiff's financial obligation, and denies any remaining allegations of this paragraph.

21. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

22. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

COUNT II
15 U.S.C. §§ 1692d and 1692e

23. Credit Control reincorporates the statements, responses, and denials contained in all previous paragraphs above as if fully set out herein.

24. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

25. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

26. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to

the allegations in this paragraph, and therefore denies same. Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

27. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same. Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

28. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

29. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

COUNT III
15 U.S.C. § 1692c(b)

30. Credit Control reincorporates the statements, responses, and denials contained in all previous paragraphs above as if fully set out herein.

31. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and Congress speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

32. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and Congress speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

33. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and Congress speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

34. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same.

35. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

36. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

37. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

38. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

39. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control states that the FDCPA and the analysis of the named Courts speak for themselves, and denies any allegation inconsistent with the language or meaning of the same.

40. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

41. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

42. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

43. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control lacks sufficient information to form a belief as to the allegations in this paragraph, and therefore denies same. Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

44. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged, denies it violated the FDCPA, and denies the remainder of this paragraph.

JURY DEMAND

45. Defendant admits Plaintiff demands a trial by jury.

FIRST AFFIRMATIVE DEFENSE

46. To the extent a violation of the law occurred, which is expressly denied, such violation as the result of a bona fide error despite the adoption of procedures reasonably designed to prevent such an error.

SECOND AFFIRMATIVE DEFENSE

47. Plaintiff's damages, if any, were pre-existing and were not caused by Credit Control.

THIRD AFFIRMATIVE DEFENSE

48. Plaintiff failed to mitigate Plaintiff's claimed damages, if any.

FOURTH AFFIRMATIVE DEFENSE

49. Plaintiff proximately caused Plaintiff's own damages, if any.

FIFTH AFFIRMATIVE DEFENSE

50. Plaintiff has failed to state a claim upon which relief may be granted.

SIXTH AFFIRMATIVE DEFENSE

51. Plaintiff's damages, if any, are the result of the actions of third parties over whom Credit Control has no control.

SEVENTH AFFIRMATIVE DEFENSE

52. Credit Control acted in good faith at all times in its dealings with Plaintiff, and if any conduct by Credit Control is found to be unlawful, which Credit Control expressly denies, such conduct was not willful and should not give rise to liability.

WHEREFORE, Credit Control, LLC respectfully demands judgment against Plaintiff dismissing the Amended Complaint in its entirety, together with such other, further, or different relief, not inconsistent herewith, as may be just, equitable, and proper, together with the costs and disbursements of this action.

Dated: November 16, 2023

LIPPES MATHIAS LLP

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